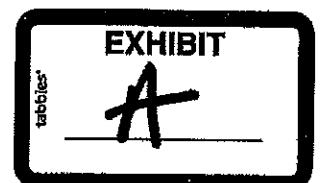


ADDENDUM

Some internal notes, stamps or typing on the Declaration sheet may appear. The intended use for these is internal only and may not have been a part of the policy received by the insured.

Policy fees, inspection fees or taxes, or additional instructional stamps may have appeared on the policy received by the insured but may not appear on this copy.





SCOTTSDALE INSURANCE COMPANY®

National Casualty Company

Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Scottsdale Insurance Group, a subsidiary of the Nationwide Insurance Company. The Scottsdale Insurance Group is a reliable, service-oriented group of companies that will help protect you against certain losses.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Scottsdale Insurance Group 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our Web site at www.scottsdaleins.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our Web site at www.scottsdaleins.com

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

National Casualty Company

Home Office:

Madison, Wisconsin

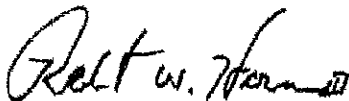
Administrative Office:

8877 North Gainey Center Drive o Scottsdale, Arizona 85258


1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

National Casualty Company

LFO0001976

Renewal of Number

Policy Number

LTO0022924

Home Office:

Madison, Wisconsin

Administrative Office:

8877 North Gainey Center Drive o Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

ITEM 1. Named Insured and Mailing Address

C & M STAR CORPORATION
 337 WEST RIVER ROCK RD
 SPANISH FORK UT 89031

Agent Name and Address

RISK PLACEMENT SERVICES, INC -
 TRANSWESTERN
 10855 S RIVER FRONT PKWY STE 2
 SOUTH JORDAN UT 84095-5763

Agent No.:

43009

Program No.: 00NN

ITEM 2. Policy Period

From: 03-09-2015

To: 03-09-2016

Term: 1 Year

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: TRUCKERS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)**Premium Summary**

Commercial General Liability Coverage Part

\$

Commercial Property Coverage Part

\$

NOT COVERED

Commercial Crime And Fidelity Coverage Part

\$

NOT COVERED

Commercial Inland Marine Coverage Part

\$

NOT COVERED

Commercial Auto Coverage Part

\$

Professional Liability Coverage Part

\$

NOT COVERED

Total Policy Premium

\$

Policy Total

\$

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
 THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY,
 COMPLETE THE ABOVE-NUMBERED POLICY.

National Casualty Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. LTO0022924

Effective Date: 03-09-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COMMON POLICY FORMS AND ENDORSEMENTS

NOTX0178CW	02-06	CLAIM REPORTING INFORMATION
UT-COVPG	12-09	COVER PAGE
OP-D-1	08-10	COMMON POLICY DECLARATIONS
UT-SP-2L	12-95	SCHEDULE OF FORMS & ENDORSEMENT
UT-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 66	09-08	UTAH CHANGES-CANC & NONREN
UT-74G	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UT-85G	02-98	ANIMAL EXCLUSION

GENERAL LIABILITY FORMS AND ENDORSEMENTS

CL-SD-1L	08-01	COMMERCIAL LIABILITY COVERAGE PART DEC
CL-SP-1L	10-93	GENERAL LIABILITY COVERAGE PART-EXT.
GL-152S	04-14	AMENDMENT TO OTHER INSURANCE CONDITIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 01 47	11-13	UT CHANGES - COMMON INTEREST ASSOCIATION
CG 01 86	12-04	UT CHANGES
CG 20 01	04-13	PRIMARY AND NONCONTRIBUTORY - OTHER INSD
CG 21 39	10-93	CONTRACTUAL LIABILITY LIMITATION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49	09-99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 73	01-08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 24 26	04-13	AMENDMENT OF INSURED CONTRACT DEFINITION
GL-290S	11-07	CLASSIFICATION LIMITATION
GL-30S	05-05	CONTRACTORS SPECIAL CONDITIONS
GL-58S	12-93	LEAD CONTAMINATION EXCLUSION
UT-131G	03-92	ASBESTOS EXCLUSIONS
UT-301G	11-05	EARTH OR LAND MOVEMENT EXCLUSION

AUTOMOBILE FORMS AND ENDORSEMENTS

CT-SD-1	10-13	MOTOR CARRIER COV FORM SUPP DEC
UT-234	04-06	SCHEDULE OF COVERED AUTOS YOU OWN
UT-232	03-10	SCHEDULE OF LOSS PAYEE(S)
CA 00 20	10-13	MOTOR CARRIER COVERAGE FORM
CA 01 59	10-13	UTAH CHANGES
CA 20 48	10-13	DESIGNATED INSURED
CA 21 62	11-14	UT UNINSURED MOTORISTS COVERAGE
CA 22 44	10-13	UTAH PERSONAL INJURY PROTECTION
CA 31 06	11-14	UTAH UNDERINSURED MOTORISTS COVERAGE
CA 99 28	10-13	STATED AMOUNT INSURANCE
CA 99 44	10-13	LOSS PAYABLE CLAUSE
CA 99 48	10-13	POLLUTION LIAB BROAD COV FOR COV AUTO
CA-124	10-13	SINGLE AUTO PHYS DAMAGE & CARGO DED
CA-128	03-14	SPECIAL COVERAGES ENDORSEMENT
CA-141	10-13	HYDRAULIC FRACTURING EXCLUSION
MC 1622Q	11-11	ENDORSEMENT FOR MOTOR CARRIER POLICIES
MC 1651J	03-11	ENDT FOR MOTOR CARRIER FOR BI & PD

National Casualty Company**SCHEDULE OF LOCATIONS**

Policy No. LTO0022924

Effective Date: 03-09-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
001	001	337 WEST RIVER ROCK RD SPANISH FORK, UT 89031	

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 02 66 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. The following is added to the **Cancellation** Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first-class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1.** If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2.** We need not mail this notice if:
 - a.** You have accepted replacement coverage;
 - b.** You have requested or agreed to nonrenewal; or
 - c.** This policy is expressly designated as non-renewable.
- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

National Casualty Company

ENDORSEMENT

NO _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-15

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company		ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. LTO0022924 Named Insured C & M STAR CORPORATION	Endorsement Effective Date 03-09-15 12:01 A.M., Standard Time Agent No. 43009	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL EXCLUSION

This policy does not provide coverage for:

Bodily injury, property damage or medical payments to others, caused by any animal, whether owned or not owned by any insured.

Insured Copy

National Casualty Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. LTO0022924

Effective Date: 03-09-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

Item 1. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ 2,000,000	Products/Completed Operations Aggregate
	\$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability Damage To Premises Rented To You	\$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
	\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 2. Form of Business and Location of Premises

Form of business: TRUCKERS

- ☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☐ Trust
 ☐ Limited Liability Company
☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	\$	
Other Premium:	\$	
Total Premium:	\$	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL-SD-1L (08/01)

Insured Copy

National Casualty Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. LTO0022924

Effective Date: 03-09-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

Prem. No. 001/001	Bldg. No.	Class Code 99793	Exposure \$30,700.	Basis PAYROLL/NEAREST THOUSAND	
Class Description: TRUCKERS (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)				Premises/ Operations	
				Rate	Premium
				██████████	██████████ MP
				Products/Comp Operations	
				Rate	Premium
				INCLUDED	INCL
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/ Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium

ENDORSEMENT
NO. _____

National Casualty Company

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-2015

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. **Other Insurance** of SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when b. below applies.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
 - (e) That is valid and collectible insurance available to you under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

AUTHORIZED REPRESENTATIVE

DATE

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COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY
CG 01 47 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – COMMON-INTEREST ASSOCIATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include the following as an insured:

Each individual unit-owner or each individual lot-owner of the insured association, but only with respect to liability arising out of:

1. the unit-owner's or lot-owner's ownership interest in the common elements and facilities;
2. the unit-owner's or lot-owner's membership in the association; and
3. maintenance, repair, or replacement of common elements and facilities.

- B. The following paragraph is added to Section IV – Commercial General Liability Conditions:**

Acts Or Omissions By Unit-Owners Or Lot-Owners

No act or omission by any unit-owner or lot-owner, unless acting within the scope of the unit-owner's or lot-owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us (Section IV – Commercial General Liability Conditions):**

We waive any rights, which the Transfer Of Rights Of Recovery Against Others To Us Condition may give us against:

- a. any unit-owner or lot-owner; and
- b. any person residing with the unit-owner or lot-owner, if the unit-owner resides in the unit or lot-owner resides on the lot.

COMMERCIAL GENERAL LIABILITY
CG 01 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Any Condition titled:

Duties In the Event of An Electronic Data Incident
Duties In the Event of Occurrence, Offense, Claim or Suit
Duties in the Event of Occurrence, Claim or Suit
Duties in the Event of Injury, Claim or Suit
Duties in the Event of A Pollution Incident, Claim or Suit
Duties In the Event of A Claim Or Suit Or A Defect Or Product Withdrawal
Insured's Duties in the Event of a Loss
Duties in the Event of An Underground Storage Tank Incident

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us".

B. The Legal Action Against Us Condition does not apply.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**COMMERCIAL GENERAL LIABILITY
CG 21 39 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section
I - Coverage A - Bodily Injury And Property Damage
Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY
CG 21 73 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL GENERAL LIABILITY
CG 24 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

National Casualty Company		ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. LTO0022924 Named Insured C & M STAR CORPORATION		Endorsement Effective Date 03-09-15 12:01 A.M., Standard Time Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

Coverage provided under this policy is specifically limited to, and applies only to, those operations described under the Classification section of the Supplemental Declarations.

This insurance excludes coverage as to any Classification, Class Code or Operation not specifically listed on the Supplemental Declarations.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-15

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS

The following Condition is added to the policy.

Contractors Special Conditions

You will obtain current certificates of Insurance from all independent contractors providing evidence of:

1. "Bodily injury" and "property damage" liability Limits of Insurance equal to or greater than the limits provided by this policy; and
2. Coverage equal to or greater than the coverages provided by this policy.

Failure to comply with this condition does not alter the coverage provided by this policy. However, should you fail to comply, a premium charge will be made at the time of audit. At audit, the premium charge will be

computed by multiplying the "total cost" of all work sublet that fails to meet the above condition, by the rate per \$1,000 payroll for the applicable classification of the work performed.

At audit, if the policy does not contain the applicable classification and rate for the work performed, we will multiply our usual and customary rate per \$1,000 payroll for that classification by the net modification factor, if any, applied to the policy rates.

For purposes of this endorsement, "total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

AUTHORIZED REPRESENTATIVE_____
DATE

National Casualty Company

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-15

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal Injury" arising from any form of lead;
- d. "Advertising Injury" arising from any form of lead;
- e. **Medical Payments** arising from any form of lead;
- f. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- g. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company		ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. LTO0022924 Named Insured C & M STAR CORPORATION		Endorsement Effective Date 03-09-15 12:01 A.M., Standard Time Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

The coverage afforded by this policy does not apply to bodily injury, personal injury or property damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing any good, product or structure; or
3. The removal of asbestos from any good, product or structure; or

4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or suit related to any of the above.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company		ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. LTO0022924 Named Insured C & M STAR CORPORATION	Endorsement Effective Date 03-09-15 12:01 A.M., Standard Time Agent No. 43009	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH OR LAND MOVEMENT EXCLUSION

This policy does not apply to "bodily injury"/"bodily injury," "property damage"/"property damage," "personal and advertising injury" or damages/"damages" caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land, regardless of:

1. The cause or source of such earth or land movement;
2. Whether such earth or land movement arises from natural or man-made forces or causes; or
3. Whether such earth or land movement occurs:
 - a. Independently of;
 - b. As a result of;

c. In concurrence or connection; or

d. In any sequence associated

with any other natural or man-made forces, causes, events or operations.

Earth or land movement includes, but is not limited to, subsidence, settling, sinking, rising, slipping, falling away, caving in, shifting, expanding, contracting, dissolving, eroding, mudflow, sliding, tilting of land or earth, earthquakes, volcanic eruption and weather.

All other terms and conditions remain unchanged.

National Casualty Company

COMMERCIAL AUTO COVERAGE MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy No.: LTO0022924

Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Item 1.—Business Description: TRUCKERS			
Form of Business: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Other:			
Audit Period (if applicable) <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly			
Item 2.—Schedule of Coverages and Covered Autos			
This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Motor Carrier Coverage Form next to the name of the coverage.			
Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Covered Autos Liability	67, 68, 71	\$ 1,000,000	\$ [REDACTED]
Personal Injury Protection (P.I.P.) (or equivalent No-fault coverage)	67	Separately stated in each P.I.P. endorsement, minus any Deductible shown therein or scheduled on form CA-117.	\$ [REDACTED]
Added P.I.P. (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement.	
Property Protection Insurance (P.P.I.) (Michigan only)		Separately stated in the P.P.I. endorsement minus Deductible for each "accident."	
Auto Medical Payments		each insured	
Medical Expense And Income Loss Benefits (Virginia only)		Separately stated in the Medical Expense And Income Loss Benefits endorsement.	
Uninsured Motorists (UM)	67	Separately stated in each UM endorsement.	\$ [REDACTED]
Underinsured Motorists (UIM) (when not included in UM Coverage)	67	Separately stated in each UIM endorsement.	\$ [REDACTED]
Trailer Interchange Comprehensive Coverage		Least of actual cash value, cost of repair or Limit of Insurance, minus Deductible for each covered "trailer."	
Trailer Interchange Specified Causes of Loss Coverage			
Trailer Interchange Collision Coverage			
Physical Damage Comprehensive Coverage	67	Actual cash value or cost of repair or stated amount, whichever is less, minus any applicable Deductible for each covered "auto." (See Item 4. for hired or borrowed "autos.") See Schedule of Covered Auto You Own. See Item 4. for Hired and Borrowed Autos	\$ [REDACTED]
Physical Damage Specified Causes of Loss Coverage			
Physical Damage Collision Coverage	67		\$ [REDACTED]

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National Casualty Company

COMMERCIAL AUTO COVERAGE MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: LTO0022924 Effective Date: 03-09-15
 12:01 A.M. Standard Time
 Named Insured: C & M STAR CORPORATION Agent No.: 43009

Item 2.—Schedule of Coverages and Covered Autos (continued)			
Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Physical Damage Towing and Labor		for each disablement of a private passenger "auto."	
Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of issue: See Schedule of Forms and Endorsements.		Premium for Endorsements	
		Estimated Total Premium (This policy may be subject to final audit.)	\$ ██████████

Item 3.—Schedule of Covered Autos You Own
See Schedule of Covered Autos You Own.

Item 4.—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums.					
Covered Autos Liability Coverage—Cost of Hire Rating Basis for "Autos" used in your Motor Carrier Operations (Other than Mobile Or Farm Equipment)					
State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
UT	IF ANY	\$ ██████████	IF ANY	\$ ██████████	INCL
Total Hired Auto Premium					\$ ██████████ MP

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein;
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessee or an "employee" of the lessee, or any other third party; and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured," paid to the lessor or owner, or paid to others.

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National Casualty Company**COMMERCIAL AUTO COVERAGE
MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)**Policy No.: LTO0022924Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATIONAgent No.: 43009**Item 4.—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums (continued).**Covered Autos Liability Coverage—Cost of Hire Rating Basis for "Autos" **NOT** used in your Motor Carrier Operations (Other than Mobile Or Farm Equipment).

State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
UT	IF ANY	\$ [REDACTED]	IF ANY	\$ [REDACTED]	INCL
Total Hired Auto Premium					INCL

For "autos" not used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverages—Cost of Hire Rating Basis for All "Autos" (Other than Mobile or Farm Equipment).

Coverage	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Specified Causes of Loss	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Collision	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Total Hired Auto Premium			N/A

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

Hired or Borrowed Mobile and Farm Equipment

If this box is checked ☐ , see Mobile and Farm Equipment Supplementary Schedule.

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National Casualty Company

COMMERCIAL AUTO COVERAGE MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: LTO0022924Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATIONAgent No.: 43009

Item 5.—Schedule for Non-ownership Covered Autos Liability		
Rating Basis	Number	Premium
Number of Employees	0-25	\$ [REDACTED]
Number of Partners (Active and Inactive)		
Total Non-ownership Covered Autos Liability Premium		\$ [REDACTED]

Item 6.—Trailer Interchange Coverage		
Coverages	Limits of Insurance	Premium
Comprehensive	Stated in Item 2.	
Specified Causes of Loss		
Collision		
Total Trailer Interchange Premium		

Item 7.—Schedule for Gross Receipts or Mileage Basis		
Address of Business Headquarters Location:		
Type Of Risk (Check One)		
<input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns		
Rating Basis (Check One)	Estimated Yearly (Gross Receipts Or Mileage)	
<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)		
	Rate	Premium
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Uninsured Motorists (UM)		
Underinsured Motorists (UIM) (when not included in UM Coverage)		
Trailer Interchange		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		
Total Premium:		
Minimum Premium		

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National Casualty Company

COMMERCIAL AUTO COVERAGE MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: LTO0022924 Effective Date: 03-09-15
Named Insured: C & M STAR CORPORATION Agent No.: 43009
12:01 A.M. Standard Time

When gross receipts or mileage is used as a premium basis:

For Motor Carriers:

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originate the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and fifteen percent (15%) of the total amount received from renting any equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto." Gross Receipts does not include:

1. Amounts you paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of merchandise including collection fees.
5. Warehouse storage fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

For Public Autos:

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise. Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

For Rental Or Leasing Concerns:

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" leased or rented to others without drivers during the policy period.

THESE SUPPLEMENTAL DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS AND THE FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE POLICY.

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National Casualty Company

SCHEDULE OF COVERED AUTOS YOU OWN

Policy No.: LTO0022924

Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT1	2011	FREIGHTLINER	1FUJGLDR2BSAY0009
UT2	2011	FREIGHTLINER	1FUJGLDR2BSAY0012
UT3	2011	FREIGHTLINER	1FUJGLDR2BSBB0587
UT4	2012	FREIGHTLINER 6X4 125 BBC CASCADIA CO	1FUJGLDR1CSBF6980
UT5	2011	FREIGHTLINER	1FUJGLDR8BSAW4557
UT6	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT7	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT8	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT9	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT10	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT1	SPANISH FORK, UT	106		\$ 60,000
UT2	SPANISH FORK, UT	106		\$ 60,000
UT3	SPANISH FORK, UT	106		\$ 60,000
UT4	SPANISH FORK, UT	106		\$ 91,000
UT5	SPANISH FORK, UT	106		\$ 40,000
UT6	SPANISH FORK, UT	106		\$ 30,000
UT7	SPANISH FORK, UT	106		\$ 30,000
UT8	SPANISH FORK, UT	106		\$ 30,000
UT9	SPANISH FORK, UT	106		\$ 30,000
UT10	SPANISH FORK, UT	106		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
UT1	OVER 500		45,000+	5	503290
UT2	OVER 500		45,000+	5	503290
UT3	OVER 500		45,000+	5	503290
UT4	OVER 500		45,000+	4	503290
UT5	OVER 500		45,000+	5	503290
UT6	OVER 500			1	673290
UT7	OVER 500			1	673290
UT8	OVER 500			1	673290
UT9	OVER 500			1	673290
UT10	OVER 500			1	673290

National Casualty Company

SCHEDULE OF COVERED AUTOS YOU OWN (continued)

Policy No.: LTO0022924

Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles					
Covered Auto Number	Liability Premium		P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT1	\$		\$		
UT2	\$		\$		
UT3	\$		\$		
UT4	\$		\$		
UT5	\$		\$		
UT6	\$		\$		
UT7	\$		\$		
UT8	\$		\$		
UT9	\$		\$		
UT10	\$		\$		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT1					\$	\$	\$
UT2					\$	\$	\$
UT3					\$	\$	\$
UT4					\$	\$	\$
UT5					\$	\$	\$
UT6					\$	\$	\$
UT7					\$	\$	\$
UT8					\$	\$	\$
UT9					\$	\$	\$
UT10					\$	\$	\$

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT1	1,000	\$		1,000	\$		\$
UT2	1,000	\$		1,000	\$		\$
UT3	1,000	\$		1,000	\$		\$
UT4	1,000	\$		1,000	\$		\$
UT5	1,000	\$		1,000	\$		\$
UT6	1,000	\$		1,000	\$		\$
UT7	1,000	\$		1,000	\$		\$
UT8	1,000	\$		1,000	\$		\$
UT9	1,000	\$		1,000	\$		\$
UT10	1,000	\$		1,000	\$		\$

National Casualty Company

SCHEDULE OF COVERED AUTOS YOU OWN

Policy No.: LTO0022924

Effective Date: 03-09-15
12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT11	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT12	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT13	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT14	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT15	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT11	SPANISH FORK, UT	106		\$ 15,000
UT12	SPANISH FORK, UT	106		\$ 15,000
UT13	SPANISH FORK, UT	106		\$ 15,000
UT14	SPANISH FORK, UT	106		\$ 15,000
UT15	SPANISH FORK, UT	106		\$ 15,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
UT11	OVER 500			1	673290
UT12	OVER 500			1	673290
UT13	OVER 500			1	673290
UT14	OVER 500			1	673290
UT15	OVER 500			1	673290

National Casualty Company

SCHEDULE OF COVERED AUTOS YOU OWN (continued)

Policy No.: LTO0022924

Effective Date: 03-09-15

12:01 A.M. Standard Time

Named Insured: C & M STAR

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT11	\$	\$		
UT12	\$	\$		
UT13	\$	\$		
UT14	\$	\$		
UT15	\$	\$		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium	
	Limit	Premium						
UT11							\$	
UT12							\$	
UT13							\$	
UT14							\$	
UT15							\$	

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT11	1,000	\$		1,000	\$		\$
UT12	1,000	\$		1,000	\$		\$
UT13	1,000	\$		1,000	\$		\$
UT14	1,000	\$		1,000	\$		\$
UT15	1,000	\$		1,000	\$		\$

National Casualty Company**SCHEDULE OF LOSS PAYEE(S)**Policy No. LTO0022924Effective Date 03-09-1512:01 A.M. Standard TimeNamed Insured C & M STAR CORPORATIONAgent No. 43009

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
*	<p>G E CAPITAL COMMERCIAL INC. P.O. BOX 35704 BILLINGS, MT 59107-570</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSAY0009 \$60,000 *2011 FREIGHTLINER #1FUJGLDR2BSAY0012 \$60,000 *2012 FREIGHTLINER #1FUJGLDR1CSBF6980 \$91,000 *2011 FREIGHTLINER #1FUJGLDR8BSAW4557 \$40,000</p>

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*	<p>U S BANK EQUIPMENT FINANCE ITS SUCCESSORS AND/OR ASSIGNS 1310 MADRID STREET MARSHALL, MN 56258</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSBB0587 \$60,000 *2012 FREIGHTLINER #1FUJGLDR1CSBF6980 \$91,000</p>

COMMERCIAL AUTO
CA 00 20 10 13**MOTOR CARRIER COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
61	Any "Auto"	
62	Owned "Autos" Only	Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
63	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.
64	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
65	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.
66	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
68	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 61, 62, 63, 64, 65, 66 or 79 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (a) Is being transported by the carrier; or
 - (b) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The Limit Of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

- From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

- Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

- Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing – Private Passenger Type Autos**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

- a. **Transportation Expenses**

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
- a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - f. Any accessories used with the electronic equipment described in Paragraph e. above.
3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

4. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:
- a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

- (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

- (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".

- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

- B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- O. "Property damage" means damage to or loss of use of tangible property.
- P. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

COMMERCIAL AUTO
CA 01 59 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

For a covered "auto" licensed or principally garaged in Utah, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **b.(6)** is added to the **Who Is An Insured** provision in the Business Auto Coverage Form and supersedes any provision to the contrary:

(6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to \$80,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.

2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

3. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Fraud Or Misrepresentation

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

FEDEX FREIGHT CORPORATION
2200 FORWARD DRIVE
HARRISON, AR 72601

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

HILL BROTHERS INTERMODAL LOGISTICS INC AND
HILL BROTHERS TRANSPORTATION INC
7878 I STREET
OMAHA, NE 68127-1830

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

RYDER TRUCK RENTAL INC
6000 WINDWARD PARKWAY
ALPHARETTA, GA 30005

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** -- Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** -- Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 21 62 11 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$100,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements; or
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto", except the Named Insured's customers, if that Named Insured's business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to:

- (1) \$80,000 for each "accident", which is the minimum combined single limit of liability; or
- (2) \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability,

specified by UTAH CODE ANN. Section 31A-22-304. This supersedes any provision to the contrary. If the "auto" is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto", except the Named Insured's customers, if that Named Insured's business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to:
 - (1) \$80,000 for each "accident", which is the minimum combined single limit of liability; or
 - (2) \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability,

specified by UTAH CODE ANN. Section 31A-22-304. This supersedes any provision to the contrary. If the "auto" is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone:

- a. Using a vehicle without a reasonable belief that the person is entitled to do so;
- b. Who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Utah Code Section 41-1a-1314; or
- c. While committing a felony.

However, Exclusion C.4. does not apply to the following:

- a. An "insured" under 18 years of age, but coverage is limited to medical and funeral expenses.
- b. An "insured" who is a law enforcement officer, as defined in Utah Code Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for **Uninsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. However, the maximum recovery for damages sustained by an individual Named Insured or any "family member" while "occupying" an "auto" such Named Insured does not own, not lease, or that is not furnished, under all Coverage Forms or policies combined may equal but not exceed the sum of:
 - (1) The limit of liability for Uninsured Motorists Coverage applicable to the "auto" such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
 - (2) The highest applicable limit of liability for Uninsured Motorists Coverage under any Coverage Form or policy that provides coverage for such Named Insured or any "family member".

- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added. However, this condition does **not** apply if a small-claims court having jurisdiction resolves the matter or matters upon which we and an "insured" do not agree.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, unless otherwise agreed to in writing, we and the "insured" shall agree on the selection of a single arbitrator. If we and the "insured" are unable to agree on the selection of a single arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators are unable to agree on the selection of the third arbitrator within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will bear the expenses for a single arbitrator equally or pay the expenses for the arbitrator each party selects and bear the expenses of the third arbitrator equally.
- b. If an "insured" submits a claim for Uninsured Motorists Coverage to arbitration, that "insured" shall provide to us within 30 days:
- (1) A written demand for payment setting forth the specific monetary amount of the demand, including a computation of that "insured's" claimed past medical expenses, claimed past lost wages, and other claimed past economic damages required by UTAH CODE ANN. Section 31A-22-305; and
 - (2) Any written statements under oath, documents and signed authorizations required by UTAH CODE ANN. Section 31A-22-305.
- c. Subject to our receipt of items b.(1) and b.(2) described above, we shall, within 60 days:
- (1) Provide a written response to the "insured's" written demand for payment; and
 - (2) Tender the amount, if any, that we determine as owed to that "insured" less any state or federal statutory liens as provided by UTAH CODE ANN. Section 31A-22-305.

If the amount tendered by us is the Limit of Insurance for Uninsured Motorists Coverage, such amount shall be accepted by that "insured".

If the amount tendered by us is less than the Limit of Insurance for Uninsured Motorists Coverage, the "insured" may accept the amount tendered as full payment of such "insured's" claim or accept the amount tendered as partial payment and continue to arbitrate the remaining claim.

- d. If the final award obtained through arbitration is greater than the average of the "insured's" initial written demand for payment and our initial written response, then we shall pay:
- (1) The final award obtained through arbitration less any amount accepted as partial payment. If the award exceeds the Limit of Insurance for Uninsured Motorists Coverage by more than \$15,000, we shall pay \$15,000, in addition to the Limit of Insurance for Uninsured Motorists Coverage;
 - (2) Any costs as set forth in the Utah Rules of Civil Procedure;
 - (3) Arbitration fees; and
 - (4) Reasonable costs for witnesses and depositions.

If the "insured" does not disclose all material information required by UTAH CODE ANN. Section 31A-22-305 within 30 days after submitting a claim for Uninsured Motorists Coverage to arbitration, the "insured" may not recover costs or amounts in excess of the Limit of Insurance.

The "insured" shall provide an affidavit of costs within five days of an arbitration award. If we object to such costs, the costs shall be arbitrated, and such award may not exceed \$5,000.

- e. The written demand requirement in item b.(1) described above does not affect the "insured's" requirement to provide a computation of any other economic damages claimed, and we may, within a reasonable time after receipt of such computation, conduct fact and expert discovery as to any additional damages claimed.

- f. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A written decision agreed to by the single arbitrator or agreed to by two of the arbitrators will be binding, unless either party demands a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means:
 - a. A person related to an individual Named Insured by blood, marriage, adoption or guardianship, who is a resident of such Named Insured's household, whether or not temporarily residing elsewhere; and
 - b. An individual Named Insured's dependent minor children.
 2. "Occupying" means in, upon, using, getting in, on, out or off.
 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least \$80,000 for each "accident", which is the minimum combined single limit of liability, or \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304.
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;
 - (2) Is or becomes insolvent; or
 - (3) Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of the insured.
- c. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" without hitting:
- (1) An individual Named Insured or any "family member";
 - (2) A vehicle that such Named Insured or any "family member" is "occupying"; or
 - (3) The Named Insured's covered "auto".
- If there is no physical contact with such vehicle or "trailer", the facts of the "accident" must be proved. We will only accept clear and convincing evidence, which must consist of more than the "insured's" testimony.
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned or operated by a self-insurer under Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the applicable minimum limit for "bodily injury" liability specified by UTAH CODE ANN. Section 31A-22-304. The applicable minimum limit is:
 - (1) \$80,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
 - (2) \$25,000 for each person/\$65,000 for each "accident", if the limit of liability is indicated as a split limit;
 - c. Owned by a governmental unit or agency;
 - d. Designed for use mainly off public roads while not on public roads; or
 - e. For which a bodily injury liability bond or policy applies at the time of the "accident", but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 22 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Benefits	Limit Per Person
Medical Expenses	\$3,000
Work Loss	(a) 85% of any loss of gross income and earning capacity, not to exceed the total of \$250 per week; and (b) \$20 per day for inability to perform services for the household.
Funeral Expenses	\$1,500
Survivor Loss	\$3,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

2. Work Loss

- a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three-day elimination period shall not be applicable; and
- b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury", the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecutive days after the date of the "bodily injury", this three-day elimination period shall not be applicable.

3. Funeral Expenses

Funeral, burial or cremation expenses incurred.

4. Survivor Loss

Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".

3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307. This supersedes any provision to the contrary.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member".
5. A "pedestrian" if the "accident" involves the use of a covered "auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".
2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
 - a. Causing injury to himself or herself intentionally, or
 - b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.

6. Arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
 - a. Under any workers' compensation plan or any similar statutory plan; or
 - b. By the United States or any of its agencies because of his or her being on active duty in the military services.

E. Changes In Conditions

The Conditions of the policy are changed for Personal Injury Protection as follows:

The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form:

- d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
 - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

- (2) Such other information that will help us determine the amount due and payable.

The following conditions are added:

Reimbursement And Trust

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

Coordination And Nonduplication

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

Premium Recomputation

The premium for this policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semitrailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 31 06 11 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$100,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within five business days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto", except the Named Insured's customers, if that Named Insured's business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to:

- (1) \$20,000 for each "accident", which is the minimum combined single limit of liability; or
- (2) \$10,000/\$20,000 for each "accident", which is the minimum split limits of liability,

specified by UTAH CODE ANN. Section 31A-22-305. This supersedes any provision to the contrary. If the "auto" is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto", except the Named Insured's customers, if that Named Insured's business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to:

- (1) \$20,000 for each "accident", which is the minimum combined single limit of liability; or
- (2) \$10,000/\$20,000 for each "accident", which is the minimum split limits of liability,

specified by UTAH CODE ANN. Section 31A-22-305. This supersedes any provision to the contrary. If the "auto" is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

3. Anyone:

a. Using a vehicle without a reasonable belief that the person is entitled to do so;

b. Who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Utah Code Section 41-1a-1314; or

c. While committing a felony.

However, Exclusion C.3. does not apply to the following:

a. An "insured" under 18 years of age, but coverage is limited to medical and funeral expenses.

b. An "insured" who is a law enforcement officer as defined in Utah Code Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

4. Punitive or exemplary damages.

5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for **Underinsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by:
 - a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", the Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

- b. If there is other applicable insurance available under one or more policies or provisions of coverage:

(1) The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. However, the maximum recovery for damages sustained by an individual Named Insured or any "family member" while "occupying" an "auto" such Named Insured does not own, is not leased, or that is not furnished, under all Coverage Forms or policies combined may equal but not exceed the sum of:

(a) The limit of liability for Underinsured Motorists Coverage applicable to the "auto" an individual Named Insured or any "family member" was "occupying" at the time of the "accident"; and

(b) The highest applicable limit of liability for Underinsured Motorists Coverage under any Coverage Form or policy that provides coverage for an individual Named Insured or any "family member".

(2) Any insurance we provide with respect to a vehicle the individual Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

(3) If the coverage under this Coverage Form is provided:

(a) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(b) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within five business days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within five business days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within five business days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - b. We also have a right to recover the advance payment.
- 4.** The following condition is added. However, this condition does **not** apply if a small-claims court having jurisdiction resolves the matter or matters upon which we and an "insured" do not agree.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, unless otherwise agreed to in writing, we and the "insured" shall agree on the selection of a single arbitrator. If we and the "insured" are unable to agree on the selection of a single arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will bear the expenses for a single arbitrator equally or pay the expenses for the arbitrator each party selects and bear the expenses of the third arbitrator equally.
- b. If an "insured" submits a claim for Underinsured Motorists Coverage to arbitration, that "insured" shall provide to us within 30 days:
 - (1) A written demand for payment setting forth the specific monetary amount of the demand, including a computation of that "insured's" claimed past medical expenses, claimed past lost wages, and other claimed past economic damages required by UTAH CODE ANN. Section 31A-22-305.3; and
 - (2) Any written statements under oath, documents and signed authorizations required by UTAH CODE ANN. Section 31A-22-305.3.
- c. Subject to our receipt of items **b.(1)** and **b.(2)** described above, we shall, within 60 days:
 - (1) Provide a written response to the "insured's" written demand for payment; and

- (2) Tender the amount, if any, that we determine as owed to that "insured", less any state or federal statutory liens as provided by UTAH CODE ANN. Section 31A-22-305.3.

If the amount tendered by us is the Limit of Insurance for Underinsured Motorists Coverage, such amount shall be accepted by that "insured".

If the amount tendered by us is less than the Limit of Insurance for Underinsured Motorists Coverage, the "insured" may accept the amount tendered as full payment of such "insured's" claim or accept the amount tendered as partial payment and continue to arbitrate the remaining claim.

- d. If the final award obtained through arbitration is greater than the average of the "insured's" initial written demand for payment and our initial written response, then we shall pay:

- (1) The final award obtained through arbitration, less any amount accepted as partial payment. If the award exceeds the Limit of Insurance for Underinsured Motorists Coverage by more than \$15,000, we shall pay \$15,000, in addition to the Limit of Insurance for Underinsured Motorists Coverage;

- (2) Any costs as set forth in the Utah Rules of Civil Procedure;

- (3) Arbitration fees; and

- (4) Reasonable costs for witnesses and depositions.

If the "insured" does not disclose all material information required by UTAH CODE ANN. Section 31A-22-305.3 within 30 days after submitting a claim for Underinsured Motorists Coverage to arbitration, the "insured" may not recover costs or amounts in excess of the Limit of Insurance.

The "insured" shall provide an affidavit of costs within five days of an arbitration award. If we object to such costs, the costs shall be arbitrated, and such award may not exceed \$5,000.

- e. The written demand requirement in item b.(1) described above does not affect the "insured's" requirement to provide a computation of any other economic damages claimed, and we may, within a reasonable time after receipt of such computation, conduct fact and expert discovery as to any additional damages claimed.

- f. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A written decision agreed to by the single arbitrator or agreed to by two of the arbitrators will be binding, unless either party demands a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means:

- a. A person related to the individual Named Insured by blood, marriage, adoption or guardianship, who is a resident of such Named Insured's household, whether or not temporarily residing elsewhere; and
- b. An individual Named Insured's dependent minor children.

2. "Occupying" means in, upon, using, getting in, on, out or off.

3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident", but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads;

- c. For which no liability bond or policy at the time of the "accident" provides at least \$80,000 for each "accident", which is the minimum combined single limit for "bodily injury" liability, or \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304;
- d. For which an insuring or bonding company denies coverage or is or becomes insolvent;
- e. That is a hit-and-run vehicle whose operator or owner cannot be identified and that hits or causes an "accident" resulting in "bodily injury" without hitting:
 - (1) The individual Named Insured or any "family member";
 - (2) A vehicle that such Named Insured or any "family member" is "occupying"; or
 - (3) The individual Named Insured's covered "auto";
- f. That is owned or leased by the Named Insured, the Named Insured's spouse or any "family member" who is a dependent of the Named Insured; or
- g. That is insured for Covered Autos Liability Coverage under this Policy.

POLICY NUMBER: LTO0022924

COMMERCIAL AUTO
CA 99 28 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
SEE SCHEDULE		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
SEE SCHEDULE		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limits Of Insurance** is replaced by the following:

Limits Of Insurance

1. The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The Limit Of Insurance shown in the Schedule.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

C. Deductible

1. For each covered "auto", our obligation to pay:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
 - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.
2. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

COMMERCIAL AUTO
CA 99 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the Cancellation Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

COMMERCIAL AUTO
CA 99 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

National Casualty Company

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-15

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE AUTO PHYSICAL DAMAGE AND CARGO DEDUCTIBLE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM**

Subsection **D. Deductible** of the **PHYSICAL DAMAGE COVERAGE** section of the **BUSINESS AUTO COVERAGE FORM** and the **MOTOR CARRIER COVERAGE FORM** is replaced by:

D. Deductible

Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

Application of the deductible, whichever applies, will be as follows:

1. The deductible amount will apply to each covered "auto" when not attached to another at the time of "loss."
2. The single highest deductible amount for any of such covered "autos" will apply if a "loss" applies to more than one covered "auto" when such covered "autos" are attached to one another at the time of the "loss."
3. If you have a "loss" in any one occurrence that applies to both "auto" Physical Damage and Cargo, the deductible that will apply to the "loss" is the single highest applicable covered "auto" Physical Damage deductible or Cargo deductible. This applies while the covered property is in or on one or more "vehicles" at one or more "terminal" locations or any combination of "vehicles" or "terminal" locations.

The following is added to Section **D. Deductible** of the **MOTOR TRUCK CARGO COVERAGE FORM**:

If a loss applies to covered property in or on one or more "autos" at one or more terminal locations or any combination of "autos" or terminal locations and a "loss" also applies to one or more covered "autos," then the single highest applicable covered "auto" Physical Damage deductible or Cargo deductible amount will apply to the loss.

With respect to this endorsement, the terms "auto(s)" or "loss" refers to the definitions found in the Business Auto Coverage Form, Motor Carrier Coverage Form or the Motor Truck Cargo Coverage Form.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

ENDORSEMENT
NO. _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-2015

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Under **PHYSICAL DAMAGE COVERAGE**, subsection **A. Coverage**, paragraph **4. Coverage Extensions**, the following are added:

Down-time Loss Expense Coverage

We will pay "down-time loss expense" as a result of a covered "auto" being repaired for an extended period of time due to a covered "loss" up to a combined maximum limit of \$100 a day for a maximum of thirty-five (35) days or until the repairs are completed, whichever comes first. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss and Collision Coverage, subject to the following terms and conditions:

1. We will pay for "down-time loss expense" beginning on the sixth (6th) day after:
 - a. The covered "auto" is out of service for repair because of a covered "loss" and the covered "auto" is in the custody of a repair facility; and
 - b. We have given approval for repairs to the covered "auto"; and
 - c. You have given the repair facility the approval to repair the covered "auto."
2. "Down-time loss expense" will end when any of the following occur:
 - a. You have a spare or reserve "auto" available to you to continue your operations;
 - b. You purchase a replacement "auto";
 - c. Repairs to the covered "auto" have been completed by the repair facility and the repair facility has determined the covered "auto" is road-worthy;
 - d. The maximum limit of "down-time loss expense" coverage has been met;
 - e. Theft of a covered "auto"; or
 - f. A total "loss" or "constructive total loss" to a covered "auto" is declared by us.
3. "Down-time loss expense" means actual loss of "business income" for the period of time that a covered "auto":
 - a. Is out of service for repair or replacement as a result of a covered "loss"; and
 - b. Is in the custody of a repair facility if not a total "loss."

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4. "Business income" means:

- a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

Electronic Equipment Coverage

We will extend the Collision Coverage for "loss" to "electronic equipment" provided the "electronic equipment" is not already covered under the policy. This coverage is subject to a \$100 Deductible per "loss" in lieu of any other Collision Deductible shown in the policy. The most we will pay for "loss" to "electronic equipment" is \$5,000.

"Electronic equipment" means electronic devices of computer systems, facsimile machines, satellite communication or tracking systems, video camera monitoring systems, collision prevention systems, cellular phones, two-way mobile radios or scanning monitor receivers owned by the "insured" to be used in an "auto."

Loan Or Lease Gap Coverage

Subject to the stated Limit shown in the Declarations, in the event of a total "loss" to a covered "auto" for which a "finance agreement" exists and the actual cash value or cost of repair or stated amount shown in the Declarations is equal to or greater than the outstanding financial obligation in the "finance agreement," the most we will pay for a total "loss" is the greater of:

- a. The outstanding financial obligation under a "finance agreement" for a covered "auto" at the time of loss; or
- b. The actual cash value of the covered "auto" at the time of "loss."

However, at the time of the total "loss," we will not pay any:

1. Overdue "finance agreement" payments including any type of late fees or penalties;
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not refunded by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
5. Carry-over balances from previous loans or leases; or
6. Unpaid principal included in the outstanding "finance agreement" balance that was not used by you to purchase the covered "auto."

As used in this endorsement, "finance agreement" means a written lease or loan contract entered into as part of your business, pertaining to the lease or purchase by you of a covered "auto," and subject to a valid promissory note or a written payment obligation contained in a lease, and security agreement or other written agreement establishing a security interest, executed concurrently with the purchase or lease of the covered "auto."

Personal Effects Coverage

We will pay for "loss" to "personal effects" of the "insured" while within a covered "auto" subject to a maximum limit of \$2,500 per "loss," less any Comprehensive or Collision Deductible shown in the Declarations, whichever Coverage Deductible is applicable for that covered "auto." However, we will only apply one Deductible if there is "loss" to both "personal effects" and the covered "auto" caused by the same "accident."

This extension of coverage does not apply:

1. Unless Comprehensive or Specified Causes Of Loss Coverage and Collision Physical Damage Coverage is shown in the Declarations as covered; or

2. To "loss" caused by theft, unless there are visible signs or marks of forcible entry into the covered "auto."

"Personal effects" means personal property owned or worn by you.

However, the following items are not "personal effects":

- a. "Electronic equipment";
- b. Contraband or property in the course of illegal transportation or trade;
- c. Records or accounts, currency, coins, deeds, banknotes, bullion, evidences of debt, securities, tickets, stamps, manuscripts or commercial paper or other documents of value;
- d. Furs or fur garments, jewelry, watches, precious or semi-precious stones; or
- e. Live animals.

Towing Coverage

In addition to the Limit Of Insurance, we will pay the reasonable cost to recover a covered "auto" as a result of a covered "loss" and tow the covered "auto" to the nearest facility capable of making the necessary repairs. Covered "auto" does not mean an "auto" of the private passenger type.

Windshield Coverage

We will pay under Comprehensive Coverage for the cost of repairing the damaged windshield on your covered "auto" without a deductible. We will only pay if the Declarations indicates Comprehensive Coverage applies.

With respect to this endorsement, under **PHYSICAL DAMAGE COVERAGE**, subsection **D. Deductible**, the following is added:

Diminishing Deductible

For each consecutive Policy Period that you purchase the Special Coverage Endorsement and you do not have a paid Physical Damage "loss" under this endorsement with us, the Deductible shown in the Declarations for each Physical Damage Coverage will be reduced by the percentage for the applicable Year shown in the table below of this endorsement.

No. of "Loss" Free Years with the Special Coverages Endorsement	Deductible Percentage Reduction
One	0%
Two	25%
Three	50%
Four	75%
Five or more	100%

If we pay a Physical Damage "loss" during any Policy Period under this endorsement, the Deductible shown in the Declarations will not be reduced on any subsequent "loss" during the remainder of the Policy Period, and the Deductible Percentage Reduction will revert back to Year One Deductible Percentage Reduction or zero percent (0%) if this coverage endorsement is renewed.

With respect to this endorsement, the term repair(s) does not mean replaced or replacing.

AUTHORIZED REPRESENTATIVE

DATE

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National Casualty Company

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. LTO0022924

Named Insured C & M STAR CORPORATION

Endorsement Effective Date 03-09-15

12:01 A.M., Standard Time

Agent No. 43009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following exclusion is added to Paragraph B. **Exclusions** of Section II—**Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms and Paragraph 4. **Exclusions** of Section D. **Covered Autos Liability Coverage** in the Auto Dealers Coverage Form:

Hydraulic Fracturing

This insurance does not apply to:

1. "Bodily injury," "property damage" or "covered pollution" cost or expense:
 - a. "Arising," in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include but are not limited to "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or
 - b. Caused, directly or indirectly or in whole or in part, by any operation involving substances under pressure used for pumping underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity, that are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto";
 - (b) Otherwise in the course of transit by any "insured" or by any other person or entity; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback" by any "insured" or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the "insured" arising out of or in any way related to items 1. or 2. above.

B. With respect to this endorsement, the following additional definitions apply:

1. "Hydraulic fracturing" or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas Fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a "hydraulic fracturing" treatment.

AUTHORIZED REPRESENTATIVE

DATE

Public Burden Statement

OMB NO: 2126-0008

Expiration Date: 03/31/2013

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Office, Federal Motor Carrier Safety Administration, 400 R.R.A., Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR
PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR
CARRIER ACT OF 1980**

Issued to C & M STAR CORPORATION of SPANISH FORK, UT

Dated at SOUTH JORDAN, UT this 11TH day of MARCH, 20 15

Amending Policy No. LTO0022924 Effective Date 03-09-2015

Name of Insurance Company NATIONAL CASUALTY COMPANY

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by [X], for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-800-423-7675.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90 (page 1 of 2)

SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

Form MCS-90(page 2 of 2)

U.S. DEPARTMENT
OF TRANSPORTATION

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-90

Approved by OMB
2126-0017
Expires: 01/31/2014

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR
AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY UNDER
SECTION 13906, TITLE 49 OF THE UNITED STATES CODE**

The policy to which this endorsement is attached is an automobile bodily injury and property damage liability policy and is amended to assure compliance by the insured as a motor carrier of passengers or property, with Section 13906, Title 49 of the United States Code and the pertinent rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company agrees to pay, within the limits of liability prescribed herein, any final judgment recovered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and property transported by the insured, designated as cargo), resulting from negligence in the operation, maintenance, or use of motor vehicles under certificate or permit issued to the insured by the Federal Motor Carrier Safety Administration, or otherwise in interstate or foreign commerce subject to Chapter 139 of Title 49 of the United States Code, regardless of whether or not such motor vehicles are specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized by the Federal Motor Carrier Safety Administration to be served by the insured or elsewhere.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement, by the insured, shall relieve the Company from liability or from the payment of any final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as prescribed herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The Company's liability for the amounts provided in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The liability of the Company on each motor vehicle shall be the limits prescribed in 49 CFR 387.303(b)(1), governing minimum amounts of insurance.

This endorsement may not be canceled without notification to the Federal Motor Carrier Safety Administration. Such cancellation may be effected by the Company or the insured giving thirty (30) days notice in writing to the Federal Motor Carrier Safety Administration at its office in Washington, D.C., said thirty (30) days notice commencing from the date notice is received by the FMCSA.

Issued to: C & M STAR CORPORATION of SPANISH FORK, UT
Dated at SOUTH JORDAN, UT this 11TH day of MARCH, 2015
Amending Policy No. LTO0022924 Effective Date 03-09-2015
Name of Insurance Company NATIONAL CASUALTY COMPANY

Countersigned by _____
Authorized Company Representative

National Casualty Company**CHANGE ENDORSEMENT NO. 001**

Policy No. LTO0022924

Effective Date: 03-09-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

NO CHARGE

CHANGE DESCRIPTION

EFFECTIVE 03/09/2015 12:01 THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

UT-232 03-10 SCHEDULE OF LOSS PAYEE(S)

PREMIUM CHANGE

Additional \$ NO CHARGE

Return \$ NO CHARGE

AUTHORIZED AGENT

National Casualty Company**SCHEDULE OF LOSS PAYEE(S)**Policy No. LTO0022924Effective Date 03-09-15
12:01 A.M. Standard TimeNamed Insured C & M STAR CORPORATIONAgent No. 43009

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
*	<p>G E CAPITAL COMMERCIAL INC. P.O. BOX 35704 BILLINGS, MT 59107-570</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSAY0009 \$60,000 *2011 FREIGHTLINER #1FUJGLDR2BSAY0012 \$60,000 *2011 FREIGHTLINER #1FUJGLDR8BSAW4557 \$40,000</p>

National Casualty Company**SCHEDULE OF LOSS PAYEE(S)**Policy No. LTO0022924Effective Date 03-09-1512:01 A.M. Standard TimeNamed Insured C & M STAR CORPORATIONAgent No. 43009

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
*	<p>U S BANK EQUIPMENT FINANCE ITS SUCCESSORS AND/OR ASSIGNS 1310 MADRID STREET MARSHALL, MN 56258</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSBB0587 \$60,000 *2012 FREIGHTLINER #1FUJGLDR1CSBF6980 \$91,000</p>

National Casualty Company

CHANGE ENDORSEMENT NO. 002

Policy No. LT00022924

Effective Date: 05-12-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

\$

CHANGE DESCRIPTION

EFFECTIVE 05/12/2015 09:08 AM THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0016 - UT 2013 FREIGHTLINER 6X4 125 BBC CASCADIA CO VIN# 1FUJGLDR9DSBS3103

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0017 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0018 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO VIN# UNDESCRIBED

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

UT-232 03-10 SCHEDULE OF LOSS PAYEE(S)

PREMIUM CHANGE

Additional \$

Return \$

AUTHORIZED AGENT

National Casualty Company

SCHEDULE OF AUTO CHANGES

Policy No.: LTO0022924

Effective Date: 05-12-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT16	A	2013	FREIGHTLINER 6X4 125 BBC CASCADIA CO	1FUJGLDR9DSBS3103
UT17	A	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT18	A	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT16	SPANISH FORK, UT	106		\$ 103,500
UT17	SPANISH FORK, UT	106		\$ 15,000
UT18	SPANISH FORK, UT	106		\$ 15,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GW, GCW or Vehicle Seating Capacity	Age Group	Code
UT16	OVER 500		80,000	3	503290
UT17	OVER 500			1	673290
UT18	OVER 500			1	673290

National Casualty Company**SCHEDULE OF AUTO CHANGES (continued)**Policy No.: LTO0022924Effective Date: 05-12-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATIONAgent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT16	\$ [REDACTED]	\$ [REDACTED]		
UT17	\$ [REDACTED]	\$ [REDACTED]		
UT18	\$ [REDACTED]	\$ [REDACTED]		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT16					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] A/P
UT17							[REDACTED] A/P
UT18							[REDACTED] A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT16	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] A/P
UT17	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] A/P
UT18	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] A/P

National Casualty Company**SCHEDULE OF LOSS PAYEE(S)**Policy No. LTO0022924Effective Date 05-12-1512:01 A.M. Standard TimeNamed Insured C & M STAR CORPORATIONAgent No. 43009

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
*	<p>G E CAPITAL COMMERCIAL INC. P.O. BOX 35704 BILLINGS, MT 59107-570</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSAY0009 \$60,000 *2011 FREIGHTLINER #1FUJGLDR2BSAY0012 \$60,000 *2011 FREIGHTLINER #1FUJGLDR8BSAW4557 \$40,000 *2013 FREIGHTLINER #1FUJGLDR9DSBS3103 \$103,500</p>

National Casualty Company**SCHEDULE OF LOSS PAYEE(S)**Policy No. LTO0022924Effective Date 05-12-1512:01 A.M. Standard TimeNamed Insured C & M STAR CORPORATIONAgent No. 43009

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
*	<p>U S BANK EQUIPMENT FINANCE ITS SUCCESSORS AND/OR ASSIGNS 1310 MADRID STREET MARSHALL, MN 56258</p> <p>*2011 FREIGHTLINER #1FUJGLDR2BSBB0587 \$60,000 *2012 FREIGHTLINER #1FUJGLDR1CSBF6980 \$91,000</p>

National Casualty Company

CHANGE ENDORSEMENT NO. 003

Policy No. LTO0022924

Effective Date: 04-23-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

\$

CHANGE DESCRIPTION

EFFECTIVE 04/23/2015 12:01 AM THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0002 - UT 2011 FREIGHTLINER VIN# 1FUJGLDR2BSAY0012

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0008 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0009 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

ANY ADDITIONAL OR RETURN PREMIUM DISPLAYED ON THIS ENDORSEMENT
INCLUDES THE ADJUSTED PREMIUM FOR ENDORSEMENTS PROCESSED PRIOR
TO THIS ENDORSEMENT WITH A LATER EFFECTIVE DATE.

PREMIUM CHANGE

Additional \$

Return \$

AUTHORIZED AGENT

National Casualty Company**SCHEDULE OF AUTO CHANGES**Policy No.: LTO0022924Effective Date: 04-23-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATIONAgent No.: 43009

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT2	D	2011	FREIGHTLINER	1FUJGLDR2BSAY0012
UT8	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT9	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT2	SPANISH FORK, UT	106		\$ 60,000
UT8	SPANISH FORK, UT	106		\$ 30,000
UT9	SPANISH FORK, UT	106		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
UT2	OVER 500		45,000+	5	503290
UT8	OVER 500			1	673290
UT9	OVER 500			1	673290

National Casualty Company

SCHEDULE OF AUTO CHANGES (continued)

Policy No.: LTO0022924

Effective Date: 04-23-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT8	\$ [REDACTED]	\$ [REDACTED]		
UT9	\$ [REDACTED]	\$ [REDACTED]		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT2					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] R/P
UT8							[REDACTED] R/P
UT9							[REDACTED] R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT2	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED] 8		[REDACTED] R/P
UT8	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT9	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P

National Casualty Company**CHANGE ENDORSEMENT NO. 004**

Policy No. LTO0022924

Effective Date: 07-02-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

\$

CHANGE DESCRIPTION

EFFECTIVE 07/02/2015 02:14 PM THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0005 - UT 2011 FREIGHTLINER VIN# 1FUJGLDR8BSAW4557

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0006 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0007 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED**PREMIUM CHANGE**

Additional \$

Return \$

AUTHORIZED AGENT

National Casualty Company**SCHEDULE OF AUTO CHANGES**Policy No.: LTO0022924Effective Date: 07-02-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATIONAgent No.: 43009

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT5	D	2011	FREIGHTLINER	1FUJGLDR8BSAW4557
UT6	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT7	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT5	SPANISH FORK, UT	106		\$ 40,000
UT6	SPANISH FORK, UT	106		\$ 30,000
UT7	SPANISH FORK, UT	106		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GW, GCW or Vehicle Seating Capacity	Age Group	Code
UT5	OVER 500		45,000+	5	503290
UT6	OVER 500			1	673290
UT7	OVER 500			1	673290

National Casualty Company

SCHEDULE OF AUTO CHANGES (continued)

Policy No.: LTO0022924

Effective Date: 07-02-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT5	\$ [REDACTED]	\$ [REDACTED]		
UT6	\$ [REDACTED]	\$ [REDACTED]		
UT7	\$ [REDACTED]	\$ [REDACTED]		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT5					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] R/P
UT6							[REDACTED] R/P
UT7							[REDACTED] R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT5	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT6	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT7	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P

National Casualty Company**CHANGE ENDORSEMENT NO. 005**

Policy No. LTO0022924

Effective Date: 08-26-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

\$ - [REDACTED] 0

CHANGE DESCRIPTION

EFFECTIVE 08/26/2015 12:46 PM THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0001 - UT 2011 FREIGHTLINER VIN# 1FUJGLDR2BSAY0009

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0003 - UT 2011 FREIGHTLINER VIN# 1FUJGLDR2BSBB0587

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0010 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0011 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0012 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0013 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
VIN# UNDESCRIBED**PREMIUM CHANGE**

Additional \$

Return \$ - [REDACTED] .00

AUTHORIZED AGENT

National Casualty Company**SCHEDULE OF AUTO CHANGES**

Policy No.: LTO0022924

Effective Date: 08-26-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT1	D	2011	FREIGHTLINER	1FUJGLDR2BSAY0009
UT3	D	2011	FREIGHTLINER	1FUJGLDR2BSBB0587
UT10	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT11	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT12	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT13	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT1	SPANISH FORK, UT	106		\$ 60,000
UT3	SPANISH FORK, UT	106		\$ 60,000
UT10	SPANISH FORK, UT	106		\$ 30,000
UT11	SPANISH FORK, UT	106		\$ 15,000
UT12	SPANISH FORK, UT	106		\$ 15,000
UT13	SPANISH FORK, UT	106		\$ 15,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GW, GCW or Vehicle Seating Capacity	Age Group	Code
UT1	OVER 500		45,000+	5	503290
UT3	OVER 500		45,000+	5	503290
UT10	OVER 500			1	673290
UT11	OVER 500			1	673290
UT12	OVER 500			1	673290
UT13	OVER 500			1	673290

National Casualty Company

SCHEDULE OF AUTO CHANGES (continued)

Policy No.: LTO0022924

Effective Date: 08-26-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT1	\$ [REDACTED]	\$ [REDACTED]		
UT3	\$ [REDACTED]	\$ [REDACTED]		
UT10	\$ [REDACTED]	\$ [REDACTED]		
UT11	\$ [REDACTED]	\$ [REDACTED]		
UT12	\$ [REDACTED]	\$ [REDACTED]		
UT13	\$ [REDACTED]	\$ [REDACTED]		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT1					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] R/P
UT3					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] R/P
UT10							[REDACTED] R/P
UT11							[REDACTED] R/P
UT12							[REDACTED] R/P
UT13							[REDACTED] R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT1	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT3	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT10	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT11	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT12	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT13	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P

National Casualty Company

CHANGE ENDORSEMENT NO. 006

Policy No. LTO0022924

Effective Date: 09-08-15
12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ Commercial Auto
☐

\$

CHANGE DESCRIPTION

EFFECTIVE 09/08/2015 08:51 AM THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING ADDITIONAL INTEREST (LOSS PAYEE) HAS BEEN DELETED FROM THE POLICY:

U S BANK EQUIPMENT FINANCE
 1310 MADRID STREET
 MADISON MN 56258

COMPREHENSIVE COVERAGE HAS BEEN DELETED.

COLLISION COVERAGE HAS BEEN DELETED.

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0016 - UT 2013 FREIGHTLINER 6X4 125 BBC CASCADIA CO
 VIN# 1FUJGLDR9DSBS3103

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0017 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
 VIN# UNDESCRIBED

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0018 - UT 2015 NONOWNED TRLR ATTACH TO COVERED AUTO
 VIN# UNDESCRIBED

SINGLE AUTO PHYSICAL DAMAGE AND CARGO DEDUCTIBLE HAS BEEN DELETED.

PREMIUM CHANGE

Additional \$

Return \$

AUTHORIZED AGENT

National Casualty Company

CHANGE ENDORSEMENT

Policy No. LTO0022924

Effective Date: 09-08-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

CHANGE DESCRIPTION (CONT'D)

THE FOLLOWING FORM(S) HAS BEEN DELETED:

CA 99 28	10-13	STATED AMOUNT INSURANCE
CA 99 44	10-13	LOSS PAYABLE CLAUSE
CA-124	10-13	SINGLE AUTO PHYS DAMAGE & CARGO DED
UT-232	03-10	SCHEDULE OF LOSS PAYEE(S)

National Casualty Company

SCHEDULE OF AUTO CHANGES

Policy No.: LTO0022924

Effective Date: 09-08-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
UT4	C	2012	FREIGHTLINER 6X4 125 BBC CASCADIA CO	1FUJGLDR1CSBF6980
UT14	C	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT15	C	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT16	D	2013	FREIGHTLINER 6X4 125 BBC CASCADIA CO	1FUJGLDR9DSBS3103
UT17	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
UT18	D	2015	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
UT4	SPANISH FORK, UT	106		
UT14	SPANISH FORK, UT	106		
UT15	SPANISH FORK, UT	106		
UT16	SPANISH FORK, UT	106		\$ 103,500
UT17	SPANISH FORK, UT	106		\$ 15,000
UT18	SPANISH FORK, UT	106		\$ 15,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GWW, GCW or Vehicle Seating Capacity	Age Group	Code
UT4	OVER 500		45,000+	4	503290
UT14	OVER 500			1	673290
UT15	OVER 500			1	673290
UT16	OVER 500		80,000	3	503290
UT17	OVER 500			1	673290
UT18	OVER 500			1	673290

National Casualty Company

SCHEDULE OF AUTO CHANGES (continued)

Policy No.: LTO0022924

Effective Date: 09-08-15

12:01 A.M. Standard Time

Named Insured: C & M STAR CORPORATION

Agent No.: 43009

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
UT4				
UT14				
UT15				
UT16	\$ [REDACTED]	\$ [REDACTED]		
UT17	\$ [REDACTED]	\$ [REDACTED]		
UT18	\$ [REDACTED]	\$ [REDACTED]		

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
UT4						INCL	
UT14							
UT15							
UT16					\$ [REDACTED]	\$ [REDACTED]	[REDACTED] R/P
UT17							[REDACTED] R/P
UT18							[REDACTED] R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
UT4		\$ [REDACTED]			\$ [REDACTED]		[REDACTED] R/P
UT14		\$ [REDACTED]			\$ [REDACTED]		[REDACTED] R/P
UT15		\$ [REDACTED]			\$ [REDACTED]		[REDACTED] R/P
UT16	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT17	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P
UT18	\$ 1,000	\$ [REDACTED]		\$ 1,000	\$ [REDACTED]		[REDACTED] R/P

National Casualty Company

CHANGE ENDORSEMENT NO. 007

Policy No. LTO0022924

Effective Date: 09-16-15

12:01 A.M., Standard Time

Named Insured C & M STAR CORPORATION

Agent No. 43009

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
- ☒ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☒ Commercial Auto
- ☐

\$

\$

CHANGE DESCRIPTION

THIS POLICY HAS BEEN CANCELLED PRO-RATA EFFECTIVE 9/16/2015 FOR THE
 FOLLOWING REASON: UNDERWRITING - UNACCEPTABLE RISK.

PREMIUM CHANGE

Additional \$

Return \$

AUTHORIZED AGENT